

**THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE:

SANDRA M. DUKES

Debtor

:

:

:

BK. No. 19-10347 MDC

Chapter No. 13

FREEDOM MORTGAGE CORPORATION

Movant

v.

SANDRA M. DUKES

Respondent

NOTICE OF FORBEARANCE AGREEMENT DUE TO THE COVID-19 PANDEMIC

Now comes Creditor (“Creditor”), by and through undersigned counsel, and hereby submits this Notice of Forbearance Agreement to the Court regarding the Debtor’s request for mortgage payment forbearance based upon a material financial hardship caused by the COVID-19 pandemic.

The Debtor recently requested a forbearance period of 3 months in which the Debtor will not tender mortgage payments to Creditor that would come due on the mortgage starting April 1, 2020 through June 30, 2020. Creditor, at this time, does not waive any rights to collect the payments that come due during the forbearance period after the forbearance plan ends. Furthermore, Creditor does not waive its rights under other applicable non-bankruptcy laws and regulations, including, but not limited to, RESPA, and the right to collect any post-petition escrow shortage. During the forbearance period Creditor may continue to file notices in compliance with Fed. Rule Bankr. P. 3002.1.

Because of the uncertainties surrounding how long this pandemic will last, Creditor will work with Debtor or Debtor’s counsel to determine when Debtor will be able to resume making mortgage payments and when/how the Debtor will cure the delinquency created by the forbearance period (“forbearance arrears”). Once the forbearance plan ends and the Creditor and Debtor or

Debtor's counsel agree on an appropriate repayment or loss mitigation program, Creditor will file a notice or an amended/supplemental claim consistent with local practice.

Creditor does not waive its rights to seek relief from the automatic stay for reasons other than non-payment of the Mortgage, including, but not limited to, a lapse in insurance coverage or non-payment of property taxes.

/s/ Thomas Song, Esquire

Thomas Song, Esq., Id. No.89834

Phelan Hallinan Diamond & Jones, LLP

1617 JFK Boulevard, Suite 1400

One Penn Center Plaza

Philadelphia, PA 19103

Phone Number: 215-563-7000 Ext 31387

Fax Number: 215-568-7616

Email: Thomas.Song@phelanhallinan.com

May 15, 2020

**THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE:

SANDRA M. DUKES

Debtor

BK. No. 19-10347 MDC

Chapter No. 13

FREEDOM MORTGAGE CORPORATION

Movant

v.

SANDRA M. DUKES

Respondent

CERTIFICATE OF SERVICE

I hereby certify that service upon all interested parties, indicated below was made by sending true and correct copies of the Notice of Forbearance by electronic means on May 15, 2020.

WILLIAM C. MILLER, ESQUIRE (TRUSTEE)
P.O. BOX 1229
PHILADELPHIA, PA 19105

SANDRA M. DUKES
1373 MEADOWVIEW DRIVE
POTTSTOWN, PA 19464-1945

DAVID M. OFFEN, ESQUIRE
601 WALNUT STREET, SUITE 160 WEST
PHILADELPHIA, PA 19106

UNITED STATES TRUSTEE
OFFICE OF THE U.S. TRUSTEE
200 CHESTNUT STREET
SUITE 502
PHILADELPHIA, PA 19106

/s/ Thomas Song, Esquire

Thomas Song, Esq., Id. No.89834
Phelan Hallinan Diamond & Jones, LLP
1617 JFK Boulevard, Suite 1400
One Penn Center Plaza
Philadelphia, PA 19103
Phone Number: 215-563-7000 Ext 31387
Fax Number: 215-568-7616
Email: Thomas.Song@phelanhallinan.com

May 15, 2020



PO Box 50485, Indianapolis, IN 46250-0485

DAVID M. OFFEN,
The Curtis Center, 601 Walnut Street Suite 160 West
PHILADELPHIA, PA 19106

05/01/20

Re: SANDRA M DUKES
Case Number: 1910347
Account Number: [REDACTED]

IMPORTANT NOTICE: TO THE EXTENT THE BORROWER'S OBLIGATION HAS BEEN DISCHARGED IN BANKRUPTCY, IS SUBJECT TO THE AUTOMATIC STAY OR IS PROVIDED FOR IN A CONFIRMED PLAN, THIS COMMUNICATION IS FOR REGULATORY COMPLIANCE AND/OR INFORMATIONAL PURPOSES ONLY, AND DOES NOT CONSTITUTE A DEMAND FOR PAYMENT OR AN ATTEMPT TO IMPOSE PERSONAL LIABILITY FOR SUCH OBLIGATION.

Dear Attorney,

Your client(s) initiated contact with us recently requesting a forbearance of mortgage payments as a result of impact due to the COVID-19 emergency. Therefore, Freedom has granted a forbearance on the account beginning on April 1, 2020 through and including June 30, 2020, in accordance with the CARES Act.

Due to your client's active status in bankruptcy, we are writing to ensure that, as counsel for the debtor, your client has made you aware of this forbearance request and Freedom's agreement to grant this request. We also want to ensure that you will take all actions that are necessary to address this forbearance in the bankruptcy case, as may be applicable.

We have enclosed an authorization form seeking your consent to allow Freedom and/or Freedom's representatives to continue to communicate directly with Freedom or its representatives regarding this forbearance, and any further potential loss mitigation options.



PO Box 50485, Indianapolis, IN 46250-0485

Upon receipt of this notice, please contact Freedom's designated bankruptcy counsel to confirm receipt, and to ensure that the lines of communication remain open so that we may work through this matter together.

Sincerely,

Bankruptcy Department
Freedom Mortgage Corporation

cc: Borrower Name(s)
FMC BK Counsel



PO Box 50485, Indianapolis, IN 46250-0485

AUTHORIZATION TO COMMUNICATE WITH DEBTOR(S)
REGARDING POTENTIAL LOSS MITIGATION OPTIONS

Loan Number [REDACTED]
Collateral Address 1373 MEADOWVIEW DR
POTTSTOWN PA 19464

Debtor(s): SANDRA M DUKES
Case: 1910347

Freedom Mortgage Corporation ("Freedom") is the mortgage loan servicer for the above-referenced loan. The debtor(s), identified above, are in an active bankruptcy.

At the Debtor(s) request, through outreach to Freedom, due to a hardship experienced as a result of the COVID-19 crisis, Freedom Mortgage has granted the debtor(s) a forbearance, from April 1, 2020 until June 30, 2020, (the "forbearance period").

Debtor's counsel DAVID M. OFFEN, hereby authorizes Freedom and/or its agents to communicate directly with debtors during the forbearance period and thereafter, as reasonable and necessary, for the purposes of discussing potential loss mitigation options and general loan account information. Such authorized communications shall not constitute a violation of the automatic stay.

Firm Name: _____

Firm Address: _____

Authorized Representative: _____

Contact Information: _____ (telephone)
_____ (email)
_____ (other)

Signature: _____